The leading decision upholding the instant case thinks it wiser to preserve the constitutional right as to venue, and force the State to a proof of the county in which the alleged crime was committed. "It is no uncommon thing to have criminal prosecutions fail for want of proof, and while the danger of such failure may be greater in this class of cases than in others, it is not made clear to us how a man can be lawfully deprived of a constitutional right for such a reason." *People* v. *Brock*, 149 Mich. 464, 112 N. W. 1116, 119 Am. St. Rep. 684. Under similar circumstances, the same holding was made in *State* v. *Anderson*, 191 Mo. 134, 90 S. W. 95. But compare *Steerman* v. *State*, 10 Mo. 317.

The modern trend seems in favor of this doctrine. In 16 CORPUS JURIS 198, it is stated that the weight of authority is *contra*, but the cases cited do not uphold the text in that contention, as a cursory examination will show.

There is really only one well considered case holding with the view of constitutionality. This case rests on the peculiar phraseology of the Illinois Constitution, and even in it, the court stated the prosecution must be instituted in the county where committed, if that can be discovered, or is disclosed by the accused. *Watt* v. *People*, 126 Ill. 9, 18 N. E. 340, 1 L. R. A. 403.

If there are no restrictions in the Constitution, then the legislature may surely enact a statute similar to the one under discussion. *State* v. *Lewis*, 142 N. C. 626, 55 S. E. 600, 9 Ann. Cas. 604, 7 L. R. A. (N. S.) 669.

There is no statute upon this subject in Virginia.

EQUITY—PENALTIES AND FORFEITURES—ENFORCEMENT.—The plaintiff corporation sold and conveyed certain lots to the defendant. As a part of the consideration, the defendant bound herself to erect certain buildings on the land within six months. Should such buildings not be erected in the time specified, it was further agreed that the lots should revert to the plaintiff. The buildings were not erected and the plaintiff filed a bill in equity to annul and rescind the deed, on the ground of the breach of a condition subsequent. The defendant demurred on the ground that the bill prayed for a forfeiture of the title to real estate while there was a complete and adequate remedy at law. *Held*, the bill will not lie. *Pence* v. *Tidewater Townsite Corporation* (Va.), 103 S. E. 694. See NOTES, p. 306.

INSURANCE—ACCIDENTAL—MURDER IS AN ACCIDENT.—The defendant insurance company issued to the deceased an indemnity policy insuring him "against bodily injuries sustained directly and independently of all other causes through accidental means". The policy also provided that the estate of the insured would receive payment, should an accident happen to the insured resulting in his death. The insured was murdered and his administratrix, the plaintiff, brought an action to recover the insurance. *Held*, the plaintiff may recover. *Buckley* v. *Mass. Bonding & Ins. Co.* (Wash.), 192 Pac. 924.

An accident has been defined as "an event happening without any

human agency, or if happening through human agency, an event which, under the circumstances, is unusual and not expected to the person to whom it happens." *McGlinchey* v. *Fidelity, etc., Co.*, 80 Me. 251, 14 Atl. 13, 6 Am. St. Rep. 190; *Carnes* v. *Iowa, etc., Ass'n*, 106 Iowa 281, 76 N. W. 683, 68 Am. St. Rep. 306. Under this definition, and it is generally so held, an injury intentionally inflicted upon the insured by a third person is an accident. *Button* v. *American, etc., Ass'n*, 92 Wis. 83, 65 N. W. 861, 53 Am. St. Rep. 900; *Richards* v. *Travelers' Ins. Co.*, 89 Cal. 170, 26 Pac. 762, 23 Am. St. Rep. 455. Thus an accident may include: An assault with a firearm not resulting in death. *Button* v. *American, etc., Ass'n, supra.* Hanging at the hands of a mob. *Fidelity, etc., Co.*, v. *Johnson*, 72 Miss. 333, 17 So. 2, 30 L. R. A. 206. The waylaying and assassination of the insured for purpose of robbery. *Hutchcraft* v. *Travelers' Ins. Co.*, 87 Ky. 300, 8 S. W. 570, 12 Am. St. Rep. 484. And the murder of the insured. *American Accident Co.* v. *Carson*, 99 Ky. 441, 36 S. W. 169, 59 Am. St. Rep. 473, 34 L. R. A. 301.

That is not an accident which is the natural and probable consequence of an intentional act upon the part of the insured. *Feder* v. *Iowa, etc., Ass'n*, 107 Iowa 538, 78 N. W. 252, 70 Am. St. Rep. 212; *Hastings* v. *Travelers' Ins. Co.*, 190 Fed. 258. Consequently when there is a fight in which the injured party is the aggressor, the injury is not accidental. *Taliaferro* v. *Travelers' Protective Ass'n*, 80 Fed. 368. But admitting the injured party to be the aggressor, if the injury sustained is not the natural and probable consequence which would ordinarily result, then the injury is an accident. *Lovelace* v. *Travelers' Protective Ass'n*, 126 Mo. 104, 28 S. W. 877, 30 L. R. A. 209, 47 Am. St. Rep. 638; *Union Casualty Co.* v. *Harroll*, 98 Tenn. 591, 40 S. W. 1080, 60 Am. St. Rep. 873. As for example, when the insured advanced upon another, intending to start a fist fight without knowing that the other was armed with a deadly weapon, but the other was so armed and killed the aggressor with a revolver, then the insured's death was an accident. *Union Casualty Co.* v. *Harroll, supra.* An injury inflicted upon one involuntarily taking part in an affray is classed as an accident. *Supreme Council* v. *Garrigus*, 104 Ind. 133, 3 N. E. 818, 54 Am. Rep. 298. And upon principle, an injury received by one acting purely in self-defense is an accident. See *Gresham* v. *Equitable, etc., Ins. Co.*, 87 Ga. 497, 13 S. E. 752, 27 Am. St. Rep. 263, 13 L. R. A. 838. The better rule is that the burden of proof is upon the injured party, the plaintiff, to prove that the injury suffered was accidental. *Preferred Acc. Ins. Co.* v. *Fielding*, 35 Col. 19, 83 Pac. 1013; *Taylor* v. *Pacific, etc., Ins. Co.*, 110 Iowa 621, 82 N. W. 326.

For a discussion of Recovery for Injuries or Death Effected through External, Violent, and Accidental Means, see 2 VA. LAW REV. 178.

INSURANCE—"ADDITIONS" WITHIN A FIRE POLICY—MAY BE SEPARATE FROM MAIN BUILDING.—The defendant corporation issued a standard policy of fire insurance on the personal property of the plaintiff, "All while contained in (sic) on the building extensions and additions thereto situate No. 1135 Tremont Avenue, N. Y. C." At the time of the issuance of the policy, and soon afterwards to the knowledge of an agent of the